

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION

DOTTIE BECK,

Plaintiff,

vs.

BEVERLY WEST, et al.

Defendants.

Case No. C-1-00-373

(Judge Weber)

**SETTLEMENT AGREEMENT AND  
PERMANENT INJUNCTION**

This matter came on for hearing pursuant to the request of all parties following the mediation conducted on August 26, 2002 pursuant to the Order of this Court.

The mediation having been successfully concluded and this matter having been settled, and based upon the agreements between the parties;

**IT IS, THEREFORE, HEREBY ORDERED AND ADJUDGED as follows:**

1. Defendant, Beverly West, shall return to Plaintiff and all originals and/or copies of any and all records, correspondence, advertising blocks, advertising borders, art work, receipts, notices, notes, memoranda, drawings, sketches, work papers, invoices, contracts, written communications, customer lists (including addresses, telephone numbers, fax numbers, e-mail addresses, etc.), customer information, sales reports, set sheets, set reports, maps, drawings, or any other written, printed, or graphic matters, however produced or reproduced, which Defendant, Beverly West, either generated, or obtained possession of while employed with Plaintiff, whether as an employee or an independent contractor. Defendant, Beverly West, shall not retain copies of the documents so ordered to be returned herein, nor shall they retain the information reflected on said documents in any form whatsoever. In addition to returning said documents, Defendant, Beverly

West, shall sign the attached Affidavit upon return of said documents indicating that, under penalty of perjury, they have returned all the documents in their possession and are retaining no copies or copies of any of the information contained therein.

2. Defendant, Beverly West, has paid to Plaintiff the sum of \$500.00.

3. Defendant, Beverly West, agrees and she is permanently hereby enjoined for the period from August 26, 2002 through and including August 25, 2004, from doing the following on behalf of herself or any other person, firm, or entity: distributing, selling, marketing, creating, designing, any and all maps, advertising, and/or sets in counties in the States of Michigan and Illinois listed below. Defendant, Beverly West, further agrees and is hereby permanently enjoined for the same period of time from doing the following on behalf of herself or any other person, firm, or entity: contacting, telephoning, mailing, or in any way communicating with any customer or account in said counties in Michigan and Illinois for any purpose, including, but not limited to, the selling, distributing, and/or marketing, crediting, or designing of any maps, sets, art work or advertising, except as otherwise set forth herein. The counties subject to this Order are as follows:

**MICHIGAN**

Branch County  
Isabella County  
St. Joseph County  
Calhoun County  
Macomb County  
Clinton County  
Hillsdale County  
Midland County  
Livingston County

**ILLINOIS**

Grundy County  
Kendall County  
Shelby County  
Moultrie County  
DeKalb County

LaSalle County  
Monroe County  
Woodford County  
Boone County  
Lee County  
Randolph County  
Livingston County

4. Upon the docketing of this Agreement and Permanent Injunction, the Defendant, Beverly West, shall send to any and all customers, advertisers, or other persons, firms, individuals, or corporations which they have contacted and/or sold advertising to in the aforementioned counties the attached letter of "disassociation." Said letter shall have been sent within 90 days of November 1, 2002. Defendant, Beverly West, shall sign the attached Affidavit, indicating under penalty of perjury, that said letter has been sent to the recipients specified above. Defendant, Beverly West, shall provide provide Plaintiff and/or Plaintiff's counsel with a complete list of the names and addresses of all to whom said letter of disassociation has been sent. The Order contained in this paragraph shall also include the following additional counties in both Michigan and Illinois, to wit:

**MICHIGAN**

Lapeer County  
St. Clair County

**ILLINOIS**

Stephenson County  
Clinton County

5. Defendant, Beverly West, shall, upon the docketing of this Agreement and Permanent Injunction, sign the attached Release of All Claims, thereby releasing Dottie Beck and Regional Marketing Services of any and all claims.

6. Plaintiff shall, upon docketing of this Agreement and Permanent Injunction, sign the attached Release of All Claims, thereby releasing Beverly West and Midwest Marketing of any and all claims.

IT IS FURTHER HEREBY ORDERED AND ADJUDGED, that the remaining Court costs, if any, shall be divided equally between the parties hereto.



Daniel J. Temming (0030364)

Attorney for Plaintiff

ROBBINS, KELLY, PATTERSON & TUCKER

7 West Seventh Street, Suite 1400

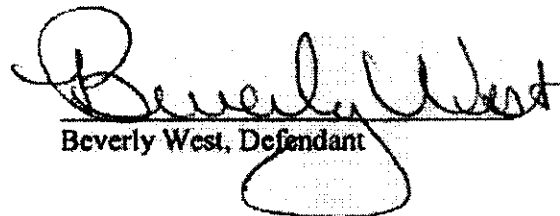
Cincinnati, Ohio 45202

Telephone: (513) 721-3330

Fax: (513) 721-5001

  
Herman J. Weber, Judge

Dottie Beck, Plaintiff

  
Beverly West, Defendant

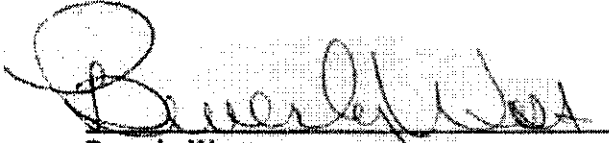
**AFFIDAVIT**

STATE OF OHIO )  
COUNTY OF Butler ) SS:

1 Affiant, being first duly cautioned and sworn, states that she has, pursuant to the Settlement Agreement and Permanent Injunction entered in Case No. C-1-00-373 of the United States District Court for the Southern District of Ohio, Western Division, returned any and all originals and/or copies of any and all records, correspondence, advertising blocks, advertising borders, art work, receipts, notices, notes, memoranda, drawings, sketches, work papers, invoices, contracts, written communications, customer lists (including addresses, telephone numbers, fax numbers, e-mail addresses, etc.), customer information, sales reports, set sheets, set reports, maps, drawings, or any other written, printed, or graphic matters, however produced or reproduced, which Defendant either generated, or obtained possession of while employed, whether as an employee or independent contractor, with the Plaintiff therein. Defendant has not retained copies of the documents so ordered to be returned therein. Under penalty of perjury, she has returned all the documents in her possession and is retaining no copy or copies of any of the information contained therein.

2. That she has not transcribed or converted the data contained on said documents in another format and/or medium.

Further, affiant sayeth naught.

  
Beverly West

Sworn to and subscribed in my presence this 13 day of August, 2003.

JOELLYN GOUGH  
Notary Public, State of Ohio  
My Commission Expires Feb. 22, 2004

  
Notary Public

P:\RKPT\Data\wp\LANL2561 0001 (West Affidavit).doc

\_\_\_\_\_  
(Date)

To:

Dear

I presently operate Midwest Marketing Map Advertising, a map advertising service, in Hamilton, Ohio. My business is to sell/distribute county/city maps and accompanying advertising in your county.

Vince Smith and I were previously employed as a sales representative with Dottie Beck/Regional Marketing Services. Regional Marketing Services and Dottie Beck conduct the same type of business activity as Midwest Marketing.

I, Beverly West, was employed from spring of 1980 through spring of 1985, and November 5, 1995 through January 15, 1997. Vince Smith was employed by Dottie Beck/Regional Marketing Services from 1995 through July of 1999. Upon leaving Regional Marketing Services, Vince Smith was employed by Beverly West/Midwest Marketing from August 1, 1999 to July 3, 2001.

Neither Beverly West nor Vince Smith are any longer employed by, or work on behalf of, Dottie Beck and/or Regional Marketing Services. Beverly West is now in competition with Regional Marketing Services/Dottie Beck, using the name Midwest Marketing.

\_\_\_\_\_  
Beverly West